

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 4 PAGES		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 5 February 2004		4. REQUISITION/PURCHASE REQ. NO. SP0600-04-0659		5. PROJECT NO. (If applicable) TF RIO	
6. ISSUED BY CODE		SP0600		7. ADMINISTERED BY (If other than Item 6) CODE			
ATTN: BEVERLY WILLIAMS DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 2945 FORT BELVOIR, VA 22060-6222 PHONE: 703-767-9348 EMAIL: beverly.j.williams@dla.mil FAX: 703-767-0766							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0053 9B. DATED (SEE ITEM 11) 16 January 2004 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGES 2 THROUGH 4

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. The above-referenced solicitation is hereby amended to change the first sentence of paragraph 3(c), Invoice Processing, located under Section C of Attachment 2 of the solicitation to read:

“Contractor shall verify invoices from third party contractors providing fuel and transportation and submit within two (2) days of receipt to Government personnel for certification.”

2. The below clauses, I270 and I28.30, are hereby incorporated into the solicitation.

I270 WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall—

(a) Provide, before commencing performance under this contract, such workers’ compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires; and

(b) Continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(FAR 52.228-3)

I28.30 AWARD FEE PROCEDURES (DESC APR 2001)

(a) **GENERAL.**

(1) This clause establishes procedures for determination of an award fee payable under this contract. The payment of any award fee is contingent upon compliance with the contractual requirements and performance at the level specified in each of the individual criteria set forth in the contract. It is the Government’s desire that the Contractor perform services in such a manner as to warrant the highest possible rating and award fee. The Contractor’s failure to maintain acceptable levels of performance in all areas of this contract may result in no award fee being issued. The award fee determination is not subject to the DISPUTES clause. Any amount not awarded in one evaluation period will not be available for any subsequent period.

(2) The Contracting Officer (CO) may unilaterally make changes to this plan. Any changes will be made by modification (Standard Form 30) to the contract. Modifications will be forwarded to the Contractor prior to the beginning of the evaluation period to which the changes apply. If the Contractor is not provided with a copy of this modification or the modification is not provided on time, the existing plan coverage will continue in effect for the next evaluation period.

(3) If work is added to the contract during its life, there will be no adjustment to the award fee; however, the performance of such additional work will be considered in making the evaluation.

(4) If work is deleted from the contract, the maximum award fee may be reduced in the proportion that the price for the deleted work bears to the original contract price.

(b) **AWARD FEE AMOUNT.** The amount of award that can be earned for each 3-month period is \$ 150,000, with \$50,000 available for each one-month extension, if utilized.

(c) **PROCEDURES.**

(1) **Award Fee Board.** An Award Fee Board (AFB) composed of Government personnel will evaluate the Contractor’s performance according to the criteria listed below. Following the end of each 3-month rating period (or one-month extension), the AFB will submit a formal evaluation report for each category to the CO.

(2) **Contractor Self-Evaluation.** The Contractor may submit a concise, written self-evaluation of performance limited to 5 pages within 15 days of the end of the evaluation period. This report will be submitted to the Contracting Officer’s Representative (COR) for transmittal to the AFB.

(3) The Contracting Officer will review the AFB report and the Contractor’s self-evaluation, make a formal award fee determination, and notify the Contractor in writing of the decision. A contract modification will be issued for the amount of the award fee. The Contractor shall request the award fee payment by submitting an invoice in accordance with the CO’s instructions. The decision of the CO will be final and shall not be subject to the DISPUTES clause.

(d) **METHOD OF DETERMINING AWARD FEE.** The Contractor will be rated on the overall quality of the management and oversight responsibilities for Iraq, Turkey, Kuwait, and Jordan. The CO shall determine the award fee amount after evaluating all pertinent information, which includes the Contractor’s self-evaluation and AFB recommendations. The CO

may also take into consideration other factors, such as initiatives to improve performance and innovative techniques that respond to or preclude problems.

(e) **EVALUATION PROCEDURES.** The Contractor's performance shall be evaluated using the criteria presented below. A weight factor for each category has been established. The rating for each category will be multiplied by the weighted factor assigned to that category to compute the evaluation for each category. The evaluation ratings will be added for a total weighted evaluation rating, which will then be multiplied by the available award fee amount to arrive at the earned award fee. A score of 80 will result in no award fee; however, for each point above 80 the fee will increase by 5 percent.

<u>Category</u>	<u>Criteria</u>	<u>Rating</u>	<u>Weighted Factor</u>	<u>Evaluation Rating</u>
(1)	Management and Oversight of Iraq (Baghdad) operations.	_____	x 0.10	= _____
(2)	Management and Oversight of Turkey/Northern Iraq Fuel Operations	_____	x 0.40	= _____
(3)	Management and Oversight of Kuwait/Southern Iraq Fuel Operations	_____	x 0.20	= _____
(4)	Management and Oversight of Jordan/Western Iraq Fuel Operations	_____	x 0.10	= _____
(5)	Overall Analysis of Contract Management	_____	x 0.10	= _____
(6)	Customer Satisfaction	_____	x 0.10	= _____
Total Weighted Evaluation Rating = _____				

(1) Management and Oversight of Iraq (Baghdad) Fuel Operations	(2) Management and Oversight of Turkey/Northern Iraq Fuel Operations	(3) Management and Oversight of Kuwait/Southern Iraq Fuel Operations	(4) Management and Oversight of Jordan/Western Iraq Fuel Operations
Contractor provides prompt, accurate information to the DESC fuel delivery contractors. Contractor employees are prompt, courteous, flexible, and responsive to customer requests.	Contractor performs all tasks promptly, accurately, and with a minimum of Government oversight. Contractor adjusts to operational changes quickly and efficiently. Deficiencies are corrected promptly.	Same as #2.	Same as #2.

(5)
Overall Analysis of Contract
Management

Contractor is consistently cooperative and communicative, and immediately responds to customer requests. Operational changes are handled with no delays in operations. Contractor independently resolves problems relative to contract performance.

(6)
Customer Satisfaction

Customer feedback reflects a commitment by the Contractor to customer satisfaction. Validated customer complaints are rare.

(DESC 52.216-9F95)

3. All other terms and conditions remain unchanged.